

Case 12-24632-CMB

Doc 153

Filed 03/17/17

Entered 03/17/17 16:56:44

Desc Main

**West Penn Multi-List**  
Standard Exclusive Listing Contract

1 259541

Assigned Listing #  
Revised 2/2016

\*724-941-4969  
Fax # Listing Office With Area Code

1. LISTING OFFICE Keller Williams RE Prof. OFFICE ID# 70601 PHONE 724-941-9400
2. OFFICE ADDRESS 190 Gallery Dr McMurray PA 15317 INCLUDE AREA CODE
3. OWNER(S) NAME(S) Billee, Donald E Sr + Michele CITY STATE ZIP
- OWNER(S) MAILING ADDRESS 220 Main Rd West Alexander PA 15376 CITY STATE ZIP
- PHONE # 724-350-9167 FAX # — EMAIL dgillee@earthlink.net
4. OWNER gives permission for Broker to send information about this transaction to the fax number(s) and/or e-mail address(es) listed herein.
5. EXCLUSIVE RIGHT TO SELL – In consideration of Broker's agreement to list and to use Broker's effort to find
6. a purchaser for the property described below and to submit this listing to all subscribers of the West Penn Multi-
7. List, Inc., the undersigned OWNER hereby gives Broker and all subscribers of the West Penn Mutli-List, Inc.,
8. the SOLE AND EXCLUSIVE RIGHT TO SELL the following described property (the "Property") on the terms
9. and conditions herein set forth:
10. PROPERTY ADDRESS 220 Main Rd CITY, STATE, ZIP West Alexander, PA 15376
11. HAVING ERECTED THEREON 2 story Colonial MUNICIPALITY/COUNTY Donegal Twp. Washington
12. DEED BOOK VOL. 200601178 ZONING CLASSIFICATION # Agriculture
13. IDENTIFICATION NUMBER (TAX NUMBER, PARCEL NUMBER, LOT & BLOCK NUMBER) 230-015-00-00-00040
14. PURPOSE OF THIS CONTRACT– Owner is contracting with Broker to market the property for the purpose of
15. finding a Buyer. Owner allows Broker to use print and/or electronic advertising. Broker is acting solely in the
16. capacity as described in the Consumer Notice.
17. SERVICES TO OWNER – Broker may provide services to an Owner for which Broker may accept a fee. Such
18. services may include, but are not limited to: listing fees; deed/document preparation; ordering certifications
19. required for closing; financial services; title transfer and preparation services; ordering insurance; and
20. construction, repair or inspection services. Broker will disclose to Owner if any fees are to be paid by the Owner.
21. AGENCY – Owner understands that this property may be shown to prospective buyers (a) by subagents of the
22. listing Broker; (b) by Brokers who solely represent the Buyer (Buyer-Agents); or (c) by Brokers who do not
23. represent either Owner or Buyer (Transactional Licensees). Owner authorizes the Listing Broker to share
24. information and fully cooperate with subagents of the Listing Broker, with Buyer-Agents and with Transactional
25. Licensees. Owner further authorizes Listing Broker to offer compensation to subagents, Buyer-Agents and
26. Transactional Licensees including the sharing of part of Listing Broker's commission.
27. DUAL AGENCY – During the terms of this Listing Contract, Listing Broker may enter into an Agreement to act
28. as an agent for a prospective Buyer (Buyer-Agency Agreement). Owner understands that Owner's property may
29. be shown by agents of Listing Broker pursuant to such Buyer-Agency Agreement. The simultaneous
30. representation of both the Owner and prospective Buyer is called "dual agency." Owner hereby consents to
31. Listing Broker acting in such dual agency relationship, provided that Listing Broker specifically advises Owner,
32. in writing, of this dual agency relationship. Broker may, with the written consent of Owner, designate one or more
33. licensees employed by Broker to serve as the designated agent of the Owner to the exclusion of all other
34. licensees employed by Broker.
35. LISTING PRICE – THE LISTING PRICE FOR THE PROPERTY SHALL BE \$ ~~699,999~~ 699,999 MANDATORY
36. The OWNER may reduce the listing price at any time. The listing price shall include Broker's commission and
37. the OWNER agrees to pay one-half (1/2) of all required real estate transfer taxes.



Sellers Initials  
 Case 12-24632-CMB  
 \* 729-947-4469

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 Document Page 2 of 4

Doc 153 Filed 03/17/17 Entered 03/17/17 16:56:44 Desc Main

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38. TIME PERIOD OF LISTING – THE TIME PERIOD (TERM) OF THIS LISTING CONTRACT HAS BEEN  
 39. DETERMINED SOLELY AS THE RESULT OF NEGOTIATIONS BETWEEN THE BROKER AND OWNER,  
 40. AND NO OTHER PARTY HAS ESTABLISHED OR RECOMMENDED THE TERM OF THIS CONTRACT.  
 41. This exclusive right-to-sell agreement shall be effective for a period of one (1) year commencing on  
 42. 1-20-17 (commencement date) and shall automatically terminate at 11:59 pm one (1) year later on  
 43. 1-19-18 (termination date). By law, the term of a Listing Contract may not exceed one (1) year. If the  
 44. termination date written in this Listing Contract creates a term that is longer than one (1) year, the ending  
 45. date is limited to a period that does not exceed one (1) year. This Agreement also may be terminated at any  
 46. time after \_\_\_\_\_ days (early termination date) have elapsed from the commencement date of this Agreement  
 47. by Owner or Broker providing ten (10) days' notice of the intent to terminate by CERTIFIED MAIL with return  
 48. receipt. Notice of early termination may be provided at any time after the commencement date. However,  
 49. the early termination shall only become effective upon satisfaction of the ten (10) day notice period and on  
 50. or after the date the parties selected as the early termination date. If the parties do not insert a defined date  
 51. as the early termination date, the term of this Agreement is conclusively established to be for a period of 365  
 52. days from the commencement date. After the termination of this agreement or any extension thereof, the  
 53. Broker's authority shall continue as to any outstanding offers pending at the time of such termination. Unless  
 54. the OWNER subsequently enters into a Standard Exclusive Listing Contract with another Subscriber of West  
 55. Penn Multi-List, Inc. after the termination becomes effective, if within six (6) months of such termination, the  
 56. OWNER enters into an Agreement of Sale or transfers or exchanges the property with any person to whom  
 57. the property was shown, presented or submitted by the Broker, the OWNER or any subsequent Broker of the  
 58. West Penn Multi-List, Inc., during the term of this Agreement, the sale shall be conclusively presumed to  
 59. have been made by the Broker, and the commission shall be paid by the OWNER.
60. COMPENSATION – The amount of compensation for the sale, lease or management of real estate is  
 61. negotiable. The compensation for professional services under this contract has been determined as a result  
 62. of negotiations between the Broker and Owner. Neither the West Penn Multi-List, Inc. nor the Board of  
 63. Realtors have set or recommended the Broker's Compensation. Broker's Compensation is  
 64. \$ 7% of purchase price, paid by the Owner. Owner authorizes  
 65. the Settlement Officer to pay the compensation from the settlement proceeds. The following  
 66. provisions apply to the payment of the Broker's Compensation:
67. A. Owner will pay Broker's Compensation if Property, or any ownership interest in it, is sold or exchanged  
 68. during the term of this Contract by Broker, Broker's salesperson, Owner, or by any other person or broker,  
 69. at the listed price or any price acceptable to Owner.
70. B. Owner will pay Broker's Compensation if a ready, willing, and able Buyer is found by Broker or anyone,  
 71. including Owner. A willing Buyer is one who will pay the listed price or more for the Property, or one who has  
 72. submitted an offer accepted by Owner.
73. C. Owner will pay Broker's Compensation if negotiations that are pending at the ending date of this  
 74. Contract result in a sale.
75. D. In the event that the Owner enters into an option agreement with a Buyer during the term of this  
 76. Contract, Owner will be obligated to pay the Broker's Compensation upon the exercise of the option.
77. E. Owner will pay Broker's Compensation for a sale that occurs after the ending date of this Contract IF:  
 78. (1) The sale occurs within six months of the ending date, AND  
 79. (2) The Buyer was shown or negotiated to buy the Property during the term of this Contract, AND  
 80. (3) The Property is not listed under an "exclusive right to sell contract" with another Broker at the time of the sale.
81. F. If a Buyer signs an agreement of sale then refuses to buy the Property, or if a Buyer is unable to buy  
 82. the Property because of failing to do all the things required of the Buyer in the agreement of sale (Buyer  
 83. default), Owner will pay Broker \$0 of/from Buyer's deposit monies, OR  
 84. the **Broker's Compensation** described herein, whichever is less.
85. G. If the Property or any part of it is taken for public use (Eminent Domain), Owner will pay Broker's  
 86. Compensation from any money paid as a result of the taking by Eminent Domain.



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87. H. If a sale occurs, Broker's Compensation will be paid upon delivery of the deed or other evidence of  
88. transfer of title or interest. If the Property is transferred by an installment contract, Broker's Compensation  
89. will be paid upon the execution of the installment contract.
90. DEPOSIT MONEY – Broker, or any person Owner and buyer name in the Agreement of Sale, will keep all deposit  
91. monies paid by or for the buyer in an escrow account. If held by Broker, this escrow account will be held as required  
92. by real estate licensing laws and regulations. Owner agrees that the person keeping the deposit monies may wait to  
93. deposit any uncashed check that is received as deposit money until Owner has accepted an offer.
94. CONFLICT OF INTEREST – A *conflict of interest* is when Broker or Licensee has a financial or personal interest  
95. whereby Broker or Licensee cannot put Owner's interests before any other. If the Broker, or any of Broker's  
96. salespeople, has a *conflict of interest*, Broker will notify Owner in a timely manner.
97. TITLE, POSSESSION AND SUBSEQUENT OFFERS – The undersigned represent that they are the sole OWNERS  
98. of this listed property and agree to convey the property to the purchaser by general warranty deed, clear of all liens  
99. and encumbrances except easements, restrictions and reservations as set forth in instruments of record. Title shall  
100. be good and marketable and as such will be insurable by any responsible title insurance company at regular rates.  
101. Possession of the property is to be given to purchaser upon delivery of the deed, broom clean and free of debris.  
102. After Owner accepts an offer, Broker shall not be obligated to continue to submit offers on the property unless a  
103. subsequent offer is contingent upon the termination of an existing contract.
104. SIGN, KEY, AND LOCK BOX – The OWNER grants unto Broker the right to post "for sale" signs upon the property.  
105. If a key to the premises is given to the Broker and/or a lock box is placed on the premises, it is understood and agreed  
106. that the OWNER retains responsibility for the entire care, maintenance and control of the premises during the term  
107. of this contract. The OWNER agrees that none of the subscribers of the West Penn Multi-List, Inc. or their agents  
108. shall be responsible for any damage to the property or any loss or theft of personal goods from the property unless  
109. it can be shown that such damage, loss or theft was directly committed by them.
110. RELEASE OF INFORMATION – OWNER grants to West Penn Multi-List, Inc., the unconditional right to use, release  
111. and disseminate to the public any information contained in any West Penn form which OWNER signs.
112. RECOVERY FUND – Pennsylvania has a Real Estate Recovery Fund (the Fund) to repay any person who has  
113. received a final court ruling (civil judgment) against a Pennsylvania real estate licensee because of fraud,  
114. misrepresentation, or deceit in a real estate transaction. The fund repays persons who have not been able to collect  
115. the judgment after trying all lawful ways to do so. For complete details about the Fund, call (717) 783-3658, or (800)  
116. 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).
117. NOTICE TO PERSONS OFFERING TO SELL OR RENT HOUSING IN PENNSYLVANIA – Federal and state laws  
118. make it illegal for Owner, Broker, or anyone to use RACE, COLOR, RELIGION or RELIGIOUS CREED, SEX,  
119. DISABILITY (physical or mental), FAMILIAL STATUS (children under 18 years of age), AGE (40 or older), NATIONAL  
120. ORIGIN, USE OR HANDLING/TRAINING OF SUPPORT OR GUIDE ANIMALS, or the FACT OF RELATIONSHIP  
121. OR ASSOCIATION TO AN INDIVIDUAL KNOWN TO HAVE A DISABILITY or any other factor prohibited by State or  
122. Federal law as reasons for refusing to sell, show, or rent properties, loan money, or set deposit amounts, or as  
123. reasons for any decision relating to the sale of property.
124. NO OTHER CONTRACTS – Seller will not enter into another listing agreement with another Broker that begins before  
125. the Termination Date of this Contract.
126. HEIRS AND ASSIGNS – This contract shall be binding upon the heirs, executors, administrators, successors and  
127. assigns of the parties hereto. OWNER acknowledges receipt of one copy of this listing contract, one copy of the  
128. Property Disclosure Statement, one copy of the Property Input Statement and one copy of the Consumer Notice.
129. INTEGRATION AND ENTIRE CONTRACT – The provisions of this document, the Property Input Statement, the  
130. Seller Disclosure Statement and the Consumer Notice shall together form an integrated contract and constitute the  
131. entire written agreement between Broker and Seller. Any verbal or written agreements that were made before are not  
132. a part of this Contract.



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133. BINDING EFFECT – Intending to be legally bound, the parties have hereunto signed their names as of the date  
134. specified.

135. INCLUSIONS – It is hereby understood and agreed that the following items are included in the above quoted selling  
136. price: Refrigerator, stove, microwave, dishwasher, disposal,  
137. water filtration system, screens, multi-pane windows, Heat pump.  
138. Seller has read and signed the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code  
139. §35.336. All Owners must sign this Contract.

140. NOTICE BEFORE SIGNING: IF OWNER HAS LEGAL QUESTIONS, OWNER IS ADVISED TO CONSULT A LAWYER.

141. Amy Vogel 1-20-17  
Witness Date  
142. Amy Vogel 1-20-17  
Witness Date

Paul E. Gellman 1-20-17  
Owner Signature (Mandatory) Date  
M. Gellman 1-20-2017  
Owner Signature (Mandatory) Date

143. \_\_\_\_\_  
Witness Date  
144. RS333867 1-20-17  
Agent License # Date

\_\_\_\_\_  
Owner Signature (Mandatory) Date  
Amy Vogel 1-20-17  
Listing Agent Signature Date

145. \_\_\_\_\_  
Designated Agent Date

\_\_\_\_\_  
Broker/Manager/Agent Date